

## 21 C.J.S. Courts § 36

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### Courts

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### II. Jurisdiction of Courts

#### C. Jurisdiction of Subject Matter or Cause of Action

##### 2. Amount in Controversy Within Subject Matter Jurisdiction

##### b. Determination of Amount in Controversy Within Subject Matter Jurisdiction

§ 36. Splitting demands or causes of action affecting  
amount in controversy for subject matter jurisdiction

[Topic Summary](#) | [References](#) | [Correlation Table](#)

#### West's Key Number Digest

West's Key Number Digest, [Courts](#)  169(8)

**A cause of action which is single and indivisible in its nature cannot be split into a number of small claims which would be within the jurisdiction of a court whose jurisdiction does not extend to the entire claim, but when a plaintiff commences multiple small claims and/or commercial claims simultaneously arising out of separate claims which in the aggregate exceed the court's monetary jurisdiction, the claims may be entertained if each claim is clearly divisible.**

Generally, a cause of action may not be split to accommodate the court's subject matter jurisdictional amount limitations<sup>1</sup> since the cause of action must be valued as a whole in making the amount-in-controversy determination.<sup>2</sup> For example, a claim for special damages cannot be split

from a claim for general damages for the same injury in circumvention of the court's jurisdictional amount limitations, even as to claims brought by separate marital partners,<sup>3</sup> nor may a single plaintiff's claims for unpaid charges and late fees be separated into two actions to circumvent the jurisdictional limit.<sup>4</sup>

An exception applies if the claims are clearly divisible<sup>5</sup> as is determined from the intention of the parties in the case of a contract.<sup>6</sup>

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## Footnotes

- 1 La.—Thompson v. State Farm Mut. Auto. Ins. Co., 58 So. 3d 499 (La. Ct. App. 3d Cir. 2011).  
N.Y.—Conway v. Dejesu Maio and Associates, 44 Misc. 3d 277, 986 N.Y.S.2d 789 (Dist. Ct. 2014).
- 2 N.Y.—Conway v. Dejesu Maio and Associates, 44 Misc. 3d 277, 986 N.Y.S.2d 789 (Dist. Ct. 2014).
- 3 La.—Thompson v. State Farm Mut. Auto. Ins. Co., 58 So. 3d 499 (La. Ct. App. 3d Cir. 2011).
- 4 N.Y.—Swiss Hamlet Homeowners Associates, Inc. v. Souza, 13 Misc. 3d 87, 827 N.Y.S.2d 432 (App. Term 2006).
- 5 N.Y.—A & J Enterprise Solutions, Inc. v. Business Applications Outsourcing Technologies, Inc., 11 Misc. 3d 173, 812 N.Y.S.2d 226 (Dist. Ct. 2005).
- 6 N.Y.—Delson Communications v. MTI/The Image Group, Inc., 11 Misc. 3d 235, 812 N.Y.S.2d 289 (N.Y. City Civ. Ct. 2005), *aff'd*, 18 Misc. 3d 114, 854 N.Y.S.2d 838 (App. Term 2007).

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